



(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!* **, a menudriven database system. The INTERNET address GSA *Advantage!* ** is: GSAAdvantage.gov

Schedule Title: General Purpose Commercial Information Technology Equipment, Software and Services

FSC Group, Part, and Section or Standard Industrial Group: Not applicable.

FSC Class and/or Product code(s) and/or Service Codes:

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

FPDS Code J070 - Maintenance and Repair Service) (Repair Parts/Spare Parts

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

Contract number: GS-35F-0678N

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <u>fss.gsa.gov</u>

Contract period - June 6, 2003 through June 5, 2018

Current through PO-0026, effective 11/23/15

Blue Ridge Networks, Inc.

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Approved Amendments

Mass Mod Title	Aass Mod Title Mass Mod Name	
A013	A013 Schedule 70 Refresh 24	
A095	Schedule 70 Refresh 26	09/30/10
A112	Authorized Negotiators	04/29/11
A160	Schedule 70 Refresh 27	07/14/11
A188	Schedule 70 Refresh 28	10/14/11
A197	Schedule 70 Refresh 29	08/15/12
A215	Schedule 70 Refresh 30	08/29/12
A308	Schedule 70 Refresh 31	03/01/13
A344	Removal of Clause I-FSS-125	03/24/14
A345	Schedule 70 Refresh 32	3/25/14
A377	Schedule 70 Refresh 33	10/19/2015
A403 Schedule 70 Refresh 34		12/10/2015
A454	A454 Schedule 70 Refresh 35	
A491 Schedule 70 Refresh 36		03/29/2016
A518	Schedule 70 Refresh 37	05/31/2016

Business size: Other Small Business.

(ii) **CUSTOMER INFORMATION**:

- 1a. **Special Item No 132-51 Information Technology Professional Services** Not applicable.
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

132-8: P-AUTH-TOKEN, \$43.03

132-12: P-TC-COMP, \$228.77

132-32: P-BG6-C1, \$47.81

132-34: P-BG6-C1-R, \$9.56

132-52: S-AGE-AGENT-SVC-L2 and S-AUTH-TOKEN - \$3.78 each

- 1c. A description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable.
- 2. **Maximum order**: \$500,000.
- 3. **Minimum order**: \$100.
- 4. **Geographic coverage** (delivery area): The 48 contiguous states, Alaska, Hawaii, Puerto Rico, the District of Columbia, the U.S. Territories, commonwealths and overseas U.S. Government installations (including international organizations of which the U.S. is a member (i.e., NATO, the U.N., etc.).
- 5. **Point of production**: Chantilly, VA, Fairfax County.
- 6. **Discount from list prices or statement of net price**: Prices represent all discounts.
- 7. **Quantity discounts**: None.
- 8. **Prompt payment terms**: 1% 20 days from receipt of invoice or date of acceptance, whichever is later.
- 9a. Notification that Government purchase cards are accepted at or below the micropurchase threshold: Yes.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Yes.
- 10. Foreign items: None.
- 11a. **Time of delivery**: 30 days or a mutually agreed with ordering agency.
- 11b. Expedited Delivery: None.
- 11c. Overnight and 2-day delivery: None.
- 11d. Urgent Requirements: None.
- 12. **F.O.B. point**: DEST
- 13a. Ordering address:

Blue Ridge Networks, 14120 Parke Long Court, Suite #103, Chantilly, VA 20151

- 13b. **Ordering procedures**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. Payment address:

Blue Ridge Networks, 14120 Parke Long Court, Suite #103, Chantilly, VA 20151

- 15. **Warranty provision**: 365 days for all SINs.
- 16. **Export packing charges**: Not applicable.
- 17. **Terms and conditions of Government purchase card acceptance** (any thresholds above the micro-purchase level) No restrictions.
- 18. Terms and conditions of rental, maintenance, and repair: See pages 8-10.
- 19. **Terms and conditions of installation**: Not applicable.
- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: See page 10.
- 20a. Terms and conditions for any other services: See pages 15 to 17.
- 21. List of service and distribution points: Chantilly, VA.
- 22. List of participating dealers: None.
- 23. **Preventive maintenance**: Not applicable.
- 24a. **Special attributes such as environmental attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not applicable.
- 24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found at

Blue Ridge Networks BorderGuard appliances, Management Console, and RemoteLink 10 appliances are exempt from Section 508 of the United States Rehabilitation Act of 1973 ("Section 508") because they are "located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment." FAR 39.204 (d) and 36 CFR 1194.3(f). Please reference the attached VPLATS for our remaining products on GSA. http://www.blueridge.com/fed/508/

The EIT standards can be found at: www.Section508.gov/

- 25. Data Universal Number System (DUNS) number: 014091032
- 26. Notification regarding registration in System for Award Management (SAM) database Yes.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT

(SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

*See attached pricelist.

INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Blue Ridge Networks will repair or replace any product deemed to be defective for a period of one (1) year. Blue Ridge Networks guarantees that product will perform to guidelines stated in product documentation if used as specified within said documentation. The above stated warranty will be considered void if the product is repaired or altered except by Blue Ridge Networks. if product has been subjected to unusual abuse or if product is not used within the guidelines within product documentation.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Blue Ridge Networks, Inc. 14120 Parke Long Court Chantilly, VA 20151

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

- a. The repair service rates listed herein are applicable to any Government location within a <u>Not Applicable</u> (**insert miles**) mile radius of the Contractor's service points.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Blue Ridge Networks, Inc. 14120 Parke Long Court, Suite 101 Chantilly, VA 20151

2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering office agrees, in advance, that additional repair personnel are required to effect repairs.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

4. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the Government.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

5. RESPONSIBILITIES OF THE GOVERNMENT

- a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

6. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 48 hours after notification.

7. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the Government to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the Government location.

8. REPAIR SERVICE RATE PROVISIONS

- a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. MULTIPLE MACHINES. When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.
- (b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

9. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist at a discount of 5% from such listed prices.

10. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days from the date of repair.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of each individual manufacturer's warranty period.

11. INVOICES AND PAYMENTS

a. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with the paragraph above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty

For a period of 30 days after shipment, BRN warrants that the software will function in accordance with BRN's published specifications existing on the date of acquisition. The warranty includes all BRN software support fixes released during the warranty period. If the product is not as warranted, customer's exclusive remedy is repair at BRN's repair facility or replacement by BRN. BRN does not warrant uninterrupted or error free operation of the software. During the initial 30 days of the warranty period, the Customer will have access to a technical help telephone service twenty-four hours, seven days a week, and replacement software will be shipped to the Customer on the first business day following confirmation by a BRN technical analyst that the product is inoperative. Customer agrees to have the defective product returned to BRN within ten business days or shall pay BRN the then current BRN commercial list price for the replaced product. For the balance of the warranty period, Customer will have access to a technical help telephone service between 8:00 a.m. and 5:00 p.m. Eastern Standard Time, and inoperative software will be repaired or replaced within 30 days after receipt by BRN of the defective product. Shipment to BRN after the initial 30 days will be at Customer's expense. All shipments by BRN will be via expedited ground transportation.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, shall provide a hot line technical support number 800-704-5234 or 703-631-0583 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 hours a day/7 days a week.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):
- X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- . Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
 - (4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13.	TRAINING
	The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:
14.	MONTHLY REPORTS
	In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.
14.	ELECTRONIC COMMERCE SERVICE PLAN
(a)	Describe the electronic service plan and eligibility requirements.
(b)	Describe charges, if any, for additional usage guidelines.
(U)	Describe charges, if any, for additional usage guidennes.
(c)	Describe corporate volume discounts and eligibility requirements, if any.

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	P-AUTH-TOKEN	132-8	USB Authentication Token Fee - A one time fee to purchase or replace a lost/stolen/damaged USB Token for RemoteLinks or Clients.	\$43.03
Blue Ridge Networks, Inc	P-BG51-EXP-COMP	132-12	BorderGuard 5100 Remote Manager Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,187.86
Blue Ridge Networks, Inc	P-BG51-EXP-HW	132-8	BorderGuard 5100 Remote Manager Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 150 concurrent users; two 10/100 BaseT auto sensing ports; up to 20 Mbps AES encrypted throughput; 512, 1024 and 2048 bit RSA keys; optional USB SmartCard; 19" rack mount and 12- month hardware warranty; return to factory for repair. Per appliance.	\$5,939.29
Blue Ridge Networks, Inc	P-BG52-EXP-COMP	132-12	BorderGuard 5200 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,760.25
Blue Ridge Networks, Inc	P-BG52-EXP-HW	132-8	BorderGuard 5200 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 250 concurrent users; three 10/100 BaseT auto sensing ports; up to 45 Mbps AES encrypted throughput; 512, 1024 and 2048 bit RSA keys; optional USB SmartCard; 19" rack mount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$8,801.26
Blue Ridge Networks, Inc	P-BG54-EXP-COMP	132-12	BorderGuard 5400 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,798.54
Blue Ridge Networks, Inc	P-BG54-EXP-HW	132-8	BorderGuard 5400 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 500 concurrent tunnels; three 10/100 BaseT auto sensing ports; up to 100 Mbps AES encrypted throughput; 512 and 1024 and 2048 bit RSA keys, optional USB SmartCard, 19" rack mount and 12-month hardware warranty, return to factory for repair. Per appliance.	\$8,992.70

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	P-BG55-EXP-COMP	132-12	BorderGuard 5500 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,836.83
Blue Ridge Networks, Inc	P-BG55-EXP-HW	132-8	BorderGuard 5500 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 1,000 concurrent users; one 10/100 BaseT and two 10/100/1000 BaseT auto sensing ports; up to 200 Mbps AES encrypted throughput; extended RSA keys (512, 1024, 2048 and 4096 bits); optional USB SmartCard; 19" rack mount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$9,184.13
Blue Ridge Networks, Inc	P-BG5600-SYS	132-8	BorderGuard 5000 Network Security System - comprehensive system to enable secure enterprise network connections up to 200 BorderGuards. Includes one Management Console, and one BorderGuard 5200 Remote Manager (no X.509 certificates), and one BorderGuard 5600 supporting up to 1,500 users. Remote Access user components priced separately.	\$26,317.63
Blue Ridge Networks, Inc	P-BG5600-SYS-COMP	132-12	BorderGuard 5000 System - Comprehensive Maintenance support for one year. Includes phone support, 4-hour call-back response time commitment, firmware updates and fixes, next day hardware replacement service. Per system.	\$5,263.53
Blue Ridge Networks, Inc	P-BG56-EXP-COMP	132-12	BorderGuard 5600 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,875.11
Blue Ridge Networks, Inc	P-BG56-EXP-HW	132-8	BorderGuard 5600 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 1,500 concurrent users; one 10/100 BaseT and two 10/100/1000 BaseT auto sensing ports; up to 400 Mbps AES encrypted throughput; extended RSA keys (512, 1024, 2048 and 4096 bits); optional USB SmartCard; 19" rack mount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$9,375.57

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	P-BG62-EXP-COMP	132-12	BorderGuard 6200 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,798.54
Blue Ridge Networks, Inc	P-BG62-EXP-HW	132-8	BorderGuard 6200 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 250 concurrent users; three 10/100 BaseT auto sensing ports; up to 45 Mbps AES (1450 byte packets) encrypted throughput; X.509 certificates; OCSP and CRL authentication; IPSec; RSA (512, 1024, and 2048 bit) keys; optional USB Smartcard; 19" rackmount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$8,992.70
Blue Ridge Networks, Inc	P-BG64-EXP-COMP	132-12	BorderGuard 6400 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,836.83
Blue Ridge Networks, Inc	P-BG64-EXP-HW	132-8	BorderGuard 6400 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 500 concurrent users; three 10/100 BaseT auto sensing ports; up to 100 Mbps AES (1450 byte packets) encrypted throughput; X.509 certificates; OCSP and CRL authentication; IPSec; RSA (512, 1024, and 2048 bit) keys; optional USB Smartcard; 19" rackmount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$9,184.13
Blue Ridge Networks, Inc	P-BG65-EXP-COMP	132-12	BorderGuard 6500 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,875.11
Blue Ridge Networks, Inc	P-BG65-EXP-HW	132-8	BorderGuard 6500 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 1,000 concurrent users; one 10/100 BaseT and two 10/100/1000 BaseT auto sensing ports; up to 200 Mbps AES (1450 byte packets) encrypted throughput; X.509 certificates; OCSP and CRL authentication; IPSec; RSA (512, 1024, 2048, and 4096 bit) keys; optional USB Smartcard; 19" rackmount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$9,375.57

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	P-BG6600-SYS	132-8	BorderGuard 6000 Network Security System - comprehensive system to enable secure enterprise network connections supporting up to 200 BorderGuards. Includes one Management Console, one BorderGuard 6200 Remote Manager, X.509 certificates, and one BorderGuard 6600 supporting up to 1,500 users. Remote Access user components priced separately.	\$26,796.22
Blue Ridge Networks, Inc	P-BG6600-SYS-COMP	132-12	BorderGuard 6000 System - Comprehensive Maintenance support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per system.	\$5,359.24
Blue Ridge Networks, Inc	P-BG66-EXP-COMP	132-12	BorderGuard 6600 Appliance Comprehensive Maintenance - Support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next day hardware replacement service. Per appliance.	\$1,913.40
Blue Ridge Networks, Inc	P-BG66-EXP-HW	132-8	BorderGuard 6600 Appliance - network data center security appliance. Requires purchase of BG System. Supports up to 1,500 concurrent users; one 10/100 BaseT and two 10/100/1000 BaseT auto sensing ports; up to 400 Mbps AES (1450 byte packets) encrypted throughput; X.509 certificates; OCSP and CRL authentication; IPSec; RSA (512, 1024, 2048, and 4096 bit) keys; optional USB Smartcard; 19" rackmount and 12-month hardware warranty; return to factory for repair. Per appliance.	\$9,567.00
Blue Ridge Networks, Inc	P-BG6-C1	132-32	BorderGuard Client Software Initial License Fee - includes software with Tunnel-Lock, dynamic policies, X.509 (OCSP, CRL), AES, SHA-1, and RSA keys; for use with Vista, Windows 7, 8, and 8.1. Per user per year.	\$47.81
Blue Ridge Networks, Inc	P-BG6-C1-R	132-34	BorderGuard Client Software Annual License Renewal Fee - includes software updates and support for use with Vista, Windows 7, 8, and 8.1. Per user per year.	\$9.56
Blue Ridge Networks, Inc	P-BG6-MC	132-8	BorderGuard System Management Console - central management appliance used to administer BorderGuards, RemoteLinks, EdgeGuard and BorderGuard Clients; includes 12 months of Comprehensive Maintenance and warranty. Requires dedicated BorderGuard Remote Manager. Per appliance.	\$9,997.73

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	P-BG6-MC-COMP	132-12	Management System Console Comprehensive Maintenance - License and support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next-day hardware replacement service. Per appliance.	\$1,999.55
Blue Ridge Networks, Inc	P-BRN-TC-FX-HW	132-8	BorderGuard FX Thin Client Terminal V90 LE - dedicated thin-client terminal with Blue Ridge developed and produced image for customer. Includes customer XPe image; Blue Ridge FX Client; 32K USB SmartCard; integrated SmartCard and PCMCIA; 12-month hardware warranty; return to factory for repair.	\$1,239.55
Blue Ridge Networks, Inc	P-BRN-TC-HW	132-8	BorderGuard Thin Client Terminal V90 LE - dedicated thin-client terminal with Blue Ridge developed and produced image for customer. Includes customer XPe image; 32K USB SmartCard; integrated SmartCard and PCMCIA; 12-month hardware warranty; return to factory for repair.	\$1,143.83
Blue Ridge Networks, Inc	P-TC-COMP	132-12	BorderGuard Thin Client Terminal V90 LE Comprehensive Maintenance - support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next-day hardware replacement service. Per device.	\$228.77
Blue Ridge Networks, Inc	P-TC-FX-COMP	132-12	BorderGuard FX Thin Client Terminal V90 LE Comprehensive Maintenance - support for one year. Includes phone support, 4-hour call-back response time, firmware updates, and next-day hardware replacement service. Per device.	\$247.91
Blue Ridge Networks, Inc	S-AGE-AGENT-SVC-L2	132-52	Monthly AppGuard Enterprise Agent License Fee - Level 2 (Administrator) Support. Includes management and reports for AppGuard Agent. Per license.	\$3.78
Blue Ridge Networks, Inc	S-AGE-SYS-SETUP	132-52	AppGuard Enterprise System Fee. Includes AppGuard Agent policy software license for use with Windows XP, Vista, Windows 7, 8, and 8.1. Requires management by AppGuard Enterprise system. Per system, 101+ agents.	\$4,781.11
Blue Ridge Networks, Inc	S-AUTH-TOKEN	132-52	Monthly USB Authentication Token Fee - includes X,509 or pre-placed public key credentials for use with BorderGuard Client. Per token.	\$3.78

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	S-BG6-C1-SVC-L1	132-52	Monthly BorderGuard Client Service Fee - Level 1 (End User) Support. Includes management; 24 x 7 help desk; dynamic policies; X.509 digital certificate or pre- placed public keys; and Tunnel-Lock for use with Vista, Windows 7 and 8. Minimum of 25 total licenses per customer; per user. Hardware token selected separately.	\$7.11
Blue Ridge Networks, Inc	S-BG6-C1-SVC-L2	132-52	Monthly BorderGuard Client Service Fee - Level 2 (Administrator) Support. Includes management; 24 x 7 help desk; dynamic policies; X.509 digital certificate or preplaced public keys; and Tunnel-Lock for use with Vista, Windows 7 and 8. Minimum of 25 total licenses per customer; per user. Hardware token selected separately.	\$4.74
Blue Ridge Networks, Inc	S-BG-SETUP	132-52	BorderGuard Setup Fee - a one time charge per additional BorderGuard. Includes network consultation for placement of BorderGuard, configuration, and testing of BorderGuard for remote access. Per appliance.	\$952.39
Blue Ridge Networks, Inc	S-BG-SVC	132-52	Monthly BorderGuard Managed Service Fee - Network data center security appliance with 24x7 Management and Maintenance for Remote Access or Site to Site service. Per appliance.	\$454.66
Blue Ridge Networks, Inc	S-BG-SYS-SETUP	132-52	BorderGuard System Setup Fee - a one time charge per system for new customers. Includes network consultation for placement of BorderGuards, configuration, and testing of BorderGuards for remote access.	\$2,866.75
Blue Ridge Networks, Inc	S-BG-SYS-SVC	132-52	Monthly BorderGuard System Fee - dedicated comprehensive system to enable secure network connections. Includes one BorderGuard 6600 device. Remote Access users charged separately.	\$1,239.55
Blue Ridge Networks, Inc	S-EG-BRANDING	132-52	EdgeGuard Branding Fee - a one-time charge to create and manufacture a customized USB Token for Boot EdgeGuard devices.	\$952.39
Blue Ridge Networks, Inc	S-EGB-SETUP	132-8	EdgeGuard Boot Activation Fee - bootable USB authentication device with security software and credentials to create secure virtual desktop environment; incorporates two-factor authentication and mutual public key authentication for secure network connections. Per device.	\$143.53

Mfg	Part #	SIN#	Description	GSA
Blue Ridge Networks, Inc	S-EGB-SVC-L1	132-52	Monthly EdgeGuard Boot Service Fee - Level 1 (End User) Support. Includes management of bootable USB device with security software and credentials to create virtual desktop environment for secure network connection. Per device. Requires purchase of one authentication device.	\$17.18
Blue Ridge Networks, Inc	S-EGB-SVC-L2	132-52	Monthly EdgeGuard Boot Service Fee - Level 2 (Administrator) Support. Includes management of bootable USB device with security software and credentials to create virtual desktop environment for secure network connection. Per device. Requires purchase of one authentication device.	\$11.44
Blue Ridge Networks, Inc	S-EG-CUSTOM	132-52	EdgeGuard Customization Fee - a one-time charge to create customized wallpaper and virtual desktop as required for use with EdgeGuard. Includes 8 hours of customization services; additional hours charged separately.	\$1,909.57
Blue Ridge Networks, Inc	S-EGV-SETUP	132-8	EdgeGuard Virtual Activation Fee - installable security software with USB authentication token containing credentials to create secure virtual desktop environment; incorporates two-factor authentication and mutual public key authentication for secure network connections. Per device.	\$143.53
Blue Ridge Networks, Inc	S-EGV-SVC-L1	132-52	Monthly EdgeGuard Virtual Service Fee - Level 1 (End User) Support. Includes security software to create secure virtual desktop environment; USB authentication token with credentials to create secure network connection. Per device. Requires purchase of one authentication device.	\$17.18
Blue Ridge Networks, Inc	S-EGV-SVC-L2	132-52	Monthly EdgeGuard Virtual Service Fee - Level 2 (Administrator) Support. Includes security software to create secure virtual desktop environment; USB authentication token with credentials to create secure network connection. Per device. Requires purchase of one authentication device.	\$11.44
Blue Ridge Networks, Inc	S-TWK-PILOT	132-52	90 Day Promotion Pilot for Telework. Includes one BorderGuard 6600 and up to 50 Boot and/or Virtual EdgeGuard devices to enable secure remote access to the customer's network.	\$9,500.00